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ABRIDGED EDITION

A G R E E M E N T

AMENDING AND EXTENDING THE BRITISH
COMMONWEALTH AIR TRAINING PLAN
AGREEMENT OF DECEMBER 17, 1939

RELATING TO

TRAINING OF PILOTS AND AIRCRAFT
CREWS IN CANADA AND THEIR
SUBSEQUENT SERVICE

BETWEEN


THE UNITED KINGDOM, CANADA,
AUSTRALIA AND NEW
ZEALAND

Dated at Ottawa, June 5, 1942



OTTAWA
EDMOND CLOUTIER
PRINTER TO THE KING'S MOST EXCELLENT MAJESTY
1942

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ABRIDGED EDITION

MEMORANDUM OF AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED KINGDOM, CANADA, AUSTRALIA AND NEW ZEALAND ABOUT THE TRAINING OF AIRCREWS IN CANADA AND THEIR SUBSEQUENT SERVICE.

1. The Memorandum of Agreement, dated 17th December, 1939, between the Governments of the United Kingdom, Canada, Australia and New Zealand about the training of aircrews in Canada and their subsequent service, and the supplementary Agreement, dated 7th January, 1941, between the Governments of the United Kingdom and Canada (hereinafter referred to as the 1939 and 1941 Agreements, respectively) shall be terminated and, in order to meet changes and developments in air training, a new agreement as set out hereunder shall be substituted therefor.

2. The 1939 and 1941 Agreements shall be terminated on 1st July, 1942, and the new agreement shall become operative on that date and shall remain in force until 31st March, 1945, unless by agreement between the Governments concerned it be extended or terminated at an earlier date.

3. As hereinafter provided the Government of Canada will act for itself and the other Governments concerned, as administrator of the air training plan set up under the 1939 Agreement and continued hereunder and of any additional schools which, by agreement between the Governments of the United Kingdom and Canada, have been or may be brought within the scope of that Plan.

4. (a) Subject to such variation as may be agreed from time to time between the Governments of the United Kingdom and Canada, the Plan will comprise the number and categories of schools and units set out in Appendix I.

(b) Any additional air training schools or units which may be formed in Canada at the request of any of the parties to this Agreement will be treated in all respects as R.C.A.F. schools under the British Commonwealth Air Training Plan unless it is specially agreed otherwise by the Government of Canada.

5. The Government of Canada will, in accordance with Appendix II, also undertake the administration and control of the units set out in that Appendix and known as the R.A.F. units in Canada.

6. The Government of Canada will also maintain such supervisory and ancillary units as may be necessary for the control, administration and maintenance of the combined training organization covered by this Agreement.

7. The words "combined training organization" in this Agreement include all the schools and other units referred to in Articles 4, 5 and 6.

8. The number of pupils to be trained in each category of school and unit will be as agreed from time to time between the Governments of the United Kingdom and Canada.

9. (a) The Government of the United Kingdom undertakes to send from time to time enough pupils for training in Canada to keep filled not less than 40 per cent of the training capacity provided in the combined training organization, for each of the following types of schools and units:—

Elementary Flying Training Schools.

Service Flying Training Schools.

Air Observer Schools (for observers, navigators and air bombers).

Bombing and Gunnery Schools (for observers, air bombers and air gunners).

General Reconnaissance Schools.

Operational Training Units.

(b) By agreement with the Government of Canada, the Government of the United Kingdom may send additional pupils for training in Canada.

(c) The Government of Canada, as administrator of the combined training organization, agrees to allot the number of places to be filled in accordance with clauses (a) and (b) above.

(d) The number of pupils sent by the Government of the United Kingdom may include pupils from any part of the British Commonwealth other than Canada, Australia and New Zealand, and also pupils of Allied Countries.

(e) The number and categories of the pupils sent may be varied from time to time by agreement between the Governments of the United Kingdom and Canada.

(f) The percentage of the training capacity in general reconnaissance schools and operational training units allotted under clauses (a) and (c) of this Article may be varied from time to time to meet operational requirements by agreement between the Governments of the United Kingdom and Canada.

10. (a) The Governments of Australia and New Zealand will endeavour to send to Canada for training in each year pupils in the numbers agreed upon, and places will be allotted for them.

(b) The number and categories of the pupils sent may be varied from time to time by agreement between the Governments directly concerned.

(c) Any deficiency in the supply of pupils by the Governments of Australia and New Zealand may be made good by the Governments of the United Kingdom and Canada.

11. The training to be given shall be in accordance with the syllabi of instruction agreed from time to time between the Government of the United Kingdom and the other Governments concerned.

12. Pupils sent for training in Canada under the provision of Articles 9 and 10 will receive pay, allowances and other emoluments in accordance with the provisions set out in Appendix III to this Agreement.

13. To help in the carrying out of training the Governments of the United Kingdom, Canada, Australia and New Zealand will lend personnel in such ranks and in such numbers as may be agreed upon with the Government of Canada, as administrator of the combined training organization.

14. (a) Subject to the provisions of clauses (b), (c) and (d) below, the Government of the United Kingdom agrees that it will assume as its share of the cost of the combined training organization, for the period from 1st July, 1942, to 31st March, 1945, a liability for the sum of seven hundred and twenty-three million dollars Canadian (which sum is approximately one-half of the estimated cost thereof to be incurred during the aforementioned period), less payments received by the Government of Canada from the Governments of Australia and New Zealand in respect of training for the period from 1st July, 1942, to 31st March, 1945, under the provisions of Article 20. Should this Agreement be terminated before 31st March, 1945, the liability of the Government of the United Kingdom will be

for a sum of Canadian dollars equivalent to one-half of the estimated cost of the combined training organization, as determined by the Government of Canada, as administrator of the organization, and agreed by the Government of the United Kingdom, for the period from 1st July, 1942, to the date of termination, and less payments received by the Government of Canada from the Governments of Australia and New Zealand in respect of training for such period.

- (b) So far as practicable, the share of the cost of the combined training organization to be borne by the Government of the United Kingdom, as provided by clause (a) above and after deducting the payment to be made under clause (c), will take the form of contributions in kind to be delivered in Canada by the Government of the United Kingdom at such times and in such quantities as may be required by the Government of Canada, as administrator of the combined training organization, for the efficient operation of the organization. Such contributions in kind shall consist of the items which are enumerated in Appendix VI and which may be generally described as follows:—
 - (i) aircraft, engines, spare parts, technical equipment, bombs and ammunition, other than of United Kingdom or Canadian types manufactured in Canada;
 - (ii) gasoline and oil other than supplies derived from Canadian oil wells.
- (c) The Government of the United Kingdom will pay quarterly in Canadian dollars to the Government of Canada, as administrator of the combined training organization, lump sums representing the estimated total of R.A.F. pay (but not allowances) of all R.A.F. personnel, both staff and pupils, in the combined training organization.
- (d) Should changes in training arrangements occur, which, in the opinion of the Financial Adviser appointed in accordance with Article 21, materially affect the cost of the organization, the liabilities accepted by the Governments of the United Kingdom, Canada, Australia and New Zealand will be adjusted accordingly.

15.

16. The Government of the United Kingdom will be responsible for the packing, loading and transporting to Canada of aircraft and other equipment supplied as its contribution in kind. The cost of unloading and transportation in Canada will be borne by the Government of Canada, as administrator of the combined training organization.

17. Aircraft, aircraft engines and equipment to be supplied by the Government of the United Kingdom will be of such types as may be agreed with the Government of Canada, as administrator of the combined training organization.

18. The Government of Canada will accept financial liability for all costs and expenses of the combined training organization not otherwise provided for in this Agreement.

19. (a) Except for any advances made by other Governments concerned as provided for in clause (b) of this Article, the Government of Canada, as administrator of the combined training organization, will, in the first instance, advance all the costs and expenses incurred as such administrator under the provisions of this Agreement.

(b) The Governments of Australia and New Zealand will make advance payments necessary for pay and allowances, transportation charges and other expenses during the journey to Canada in respect of pupils sent to Canada by such Governments for training and for such other costs and expenses as may be agreed to from time to time; and the Governments of Australia and New Zealand will immediately after the end of each month, notify the Government of Canada, as administrator of the combined training organization, of the amounts of any advance payments made by them during such month and will, as soon as possible thereafter, send to the Government of Canada, a detailed statement in respect of such advance payments.

(c) In connection with the repayments to be made by the Governments of Australia and New Zealand, as provided for under

Article 20, due allowance will be made for any advance payments notified by the Governments of Australia and New Zealand under the provisions of clause (b).

(d) In this Agreement the term "costs and expenses" shall mean all expenditures, costs, charges and liabilities made or incurred by the Government of Canada, as administrator of the combined training organization, and, without restricting the generality of the foregoing, shall include:

- (i) Pay, allowances, transportation charges and other expenses connected with the training of R.C.A.F. pupils in Canada up to the date of their leaving Canada under the provisions of Article 22; or, in the case of R.C.A.F. pupils taken to fill vacancies in the Home Defence squadrons of the Royal Canadian Air Force as provided for in Article 22, to the date of their being so taken.
- (ii) Pay, allowances, transportation charges and other expenses connected with the training in Canada of pupils sent by the Government of the United Kingdom, as from the date of their arrival in Canada up to the date of their leaving Canada.
- (iii) Pay, allowances, transportation charges and other expenses connected with the training of pupils in Canada sent by the Governments of Australia and New Zealand, as from the date of their leaving Australia or New Zealand, respectively, for the purpose of taking up training in Canada to the date of their leaving Canada under the provisions of Article 22.

But the term "costs and expenses" shall not include:

- (iv) Costs and expenses of clothing and personal equipment of pupils other than such issues as may be necessary during the period of training and other than flying clothing and equipment.
- (v) Pensions and other non-effective benefits to, or in respect of, personnel on the staff of the combined training organization.
- (vi) Pensions and other non-effective benefits to, or in respect of, pupils.
- (vii) Allowances in respect of R.A.F. families and dependents residing outside Canada.

The costs and expenses excluded by (iv), (v), (vi) and (vii) above will be borne by the Governments providing the staff and the pupils in respect of whom such costs and expenses are incurred.

20. (a) The Government of Australia will bear the cost of the training of its pupils received into the British Commonwealth Air Training Plan prior to 31st March, 1943, in accordance with the terms of the 1939 Agreement and the Agreement supplementary thereto, dated 1st June, 1942, in respect of its obligations up to and including 31st March, 1943, and, for pupils arriving in Canada from Australia after that date, will bear the cost of training on a basis to be determined in London by agreement between the Governments of the United Kingdom and Australia, in conjunction with the discussions which are due to take place for the continuance after 31st March, 1943, of the air training scheme in Australia.

(b) The Government of New Zealand will bear the cost of the training of its pupils received into the British Commonwealth Air Training Plan prior to 31st March, 1943, in accordance with the terms of the 1939 Agreement and the Agreement supplementary thereto, dated 1st June, 1942, in respect of its obligations up to and including 31st March, 1943, and, for pupils arriving in Canada from New Zealand after that date, will bear the cost of training on a basis to be determined in London by agreement between the Governments of the United Kingdom and New Zealand, in conjunction with the discussions which are due to take place for the continuance after 31st March, 1943, of the air training scheme in New Zealand.

21. The Government of Canada will, in consultation with the other Governments concerned, appoint an officer to act as its Financial Adviser in carrying out its functions as administrator of the combined training organization. Any reports made by the Financial Adviser shall be made available by the Government of Canada to all the other Governments concerned and the latter shall be entitled to obtain from the Financial Adviser information on all matters affecting the cost of the combined training organization and their participation in it.

22. The Governments of Canada, Australia and New Zealand may retain that proportion of the output of the combined training organization

necessary to build up and maintain such Home Defence squadrons as it may be possible to form from agreed aircraft allocations. The remainder will be made available for service with, or in conjunction with, the Royal Air Force, subject as regards R.C.A.F. personnel, to the provisions of Appendices IV and V.

23. The Government of the United Kingdom undertakes that pupils of Canada, Australia and New Zealand, after training is completed, shall, so far as practicable, be identified with their respective Dominions. The arrangements in respect of Canada are set out in Appendix IV.

24. Subject to the provisions of Article 25, the Government of the United Kingdom will provide the pay, allowances, pensions and other non-effective benefits (excluding dependents' allowances payable in Canada and post war credits in respect of R.C.A.F. personnel), maintenance and other expenses of the aircrew who have been or may be trained in Canada (other than those made available for service with Dominion Home Defence squadrons, in accordance with the provisions of Article 22), with effect from the date of leaving Canada for service with, or in conjunction with, the Royal Air Force or, for personnel who join an R.A.F. unit in Canada outside the combined training organization, from the date of so joining. The Government of the United Kingdom also undertakes to arrange for those pupils who are made available for service with, or in conjunction with, the Royal Air Force to be embarked as speedily as possible after completion of their training and to defray the cost of their transportation to the stations to which they are appointed on leaving Canada.

25. The pay, allowances, pensions and other non-effective benefits, maintenance and other expenses for which the Government of the United Kingdom undertakes liability under the provisions of Article 24 will be as laid down in R.A.F. regulations. If it has been or should be decided by the Governments of Canada, Australia or New Zealand to supplement the amount so issued, any such supplement will be borne by the Government concerned.

26. The Government of Canada, as administrator of the combined training organization, will have charge of the assets acquired for the purpose of the organization.

27. On termination of this Agreement, any obligations accruing in respect of the combined training organization, and any costs necessarily incurred in the process of winding up the organization, shall be shared by the Governments of Canada, United Kingdom, Australia and New Zealand, as follows:—

	Per cent
Canada.	50
United Kingdom.	45
Australia.	3
New Zealand.	2

28. The Supervisory Board, which was set up for the purpose of supervising the financial and general administrative arrangements of the British Commonwealth Air Training Plan shortly after it was inaugurated, will continue to operate and will cover the combined training organization.

29. Air Liaison Missions of the United Kingdom, Australia and New Zealand have been established in Ottawa for the purpose of facilitating communications on matters arising out of this Agreement.

Done in quintuplicate at Ottawa, this 5th day of June, 1942.

ON BEHALF OF THE GOVERNMENT OF THE UNITED KINGDOM

HAROLD BALFOUR.

ON BEHALF OF THE GOVERNMENT OF CANADA

CHARLES G. POWER.

ON BEHALF OF THE GOVERNMENT OF AUSTRALIA

T. W. GLASGOW.

ON BEHALF OF THE GOVERNMENT OF NEW ZEALAND

FRANK LANGSTONE

APPENDIX II

ROYAL AIR FORCE UNITS IN CANADA

2. *Administration of Units*

- (a) The R.A.F. units in Canada will be administered by the Royal Canadian Air Force in the same manner as units constituted under the British Commonwealth Air Training Plan, provided that:—
 - (i) they will preserve their R.A.F. identity.
 - (ii) existing arrangements concerning consultation with, and concurrence of, the United Kingdom Air Liaison Mission on personnel and administrative matters will remain. Such arrangements may be varied by agreement between the Governments of the United Kingdom and Canada, as required by circumstances.
- (b) R.A.F. Elementary Flying Training Schools—now established in Canada—shall be civilianized on similar lines to elementary flying training schools under the British Commonwealth Air Training Plan, except that the flying instructional posts and certain specialist ground instructional posts will be filled by R.A.F. personnel in uniform, who will receive R.C.A.F. rates of pay. In all other respects, the conditions set out in clause (a) will apply equally to these schools.
- (c) R.A.F. personnel rendered redundant by the civilianization will be absorbed into the other R.A.F. units in Canada or as directed by the United Kingdom Air Ministry.

APPENDIX III

CONDITIONS OF SERVICE OF AIRCREWS

R.C.A.F. PUPILS

1. *Commissioning*—

- (a) All pilots, observers, navigators and air bombers who are considered suitable according to the standards of the Government of Canada and who are recommended for commissions will be commissioned.
- (b) The percentages of commissions given at the date of this Agreement to wireless operator-air gunners, namely 20 per cent of total graduates, divided 10 per cent on graduation and 10 per cent after service, and air gunners, namely 20 per cent of total graduates, divided 5 per cent on graduation and 15 per cent after service, will be maintained. Some flexibility will, however, be permitted to ensure that airmen in these categories who have the necessary qualifications are not excluded from commissions on account of the quota.

Procedure

- (c) Normally, the initiative in recommending an airman for a commission will rest with his commanding officer, but an airman may apply to be recommended, and, if his application is endorsed and forwarded by his commanding officer, it will receive the same consideration as if it had been initiated by the latter. An application for a commission by an airman of the Royal Canadian Air Force, even if it is not endorsed, will be forwarded through the usual channels to R.C.A.F. Overseas Headquarters. The Headquarters will be provided with all relevant documents and will arrange for the candidate to appear before a Selection Board convened by the Air Officer-in-Chief, R.C.A.F. Overseas.
- (d) To guard against the danger that frequent changes of posting may prejudice the recommendation of an airman for a commission, or when it is felt that the particular qualifications or

circumstances of any airman warrant consideration and may have been overlooked, it will be open to the R.C.A.F. Liaison Officers in the R.A.F. Commands or at R.C.A.F. Overseas Headquarters to make representations to the commanding officer of the unit and to the Air Officer Commanding the group concerned, about that airman. Thereafter the procedure laid down in clause (c) above will be applicable.

- (f) A commission will take effect from the date of the original recommendation by the commanding officer of the unit or, if the recommendation has not been made by the commanding officer, from the date of the recommendation by R.C.A.F. Overseas Headquarters, even if the candidate has become a casualty by the time the recommendation is approved.
- (g) The R.A.F. authorities, in conjunction with R.C.A.F. Overseas Headquarters, will at once review the case of every airman in all aircrew categories who has been in an operational unit for more than two months.

2. Pay and Allowances

- (a) Pay and additional pay will be at the rates and subject to the conditions laid down in Financial Regulations and Instructions for the Royal Canadian Air Force on Active Service.
- (b) During service in Canada, allowances, etc., will be admissible under the conditions laid down in Financial Regulations and Instructions for the Royal Canadian Air Force on Active Service.
- (c) As from the date of leaving Canada for service with, or in conjunction with, the Royal Air Force, or, for personnel who join an R.A.F. unit in Canada outside the combined training organization, from the date of so joining, officers and airmen will, subject to the conditions laid down in King's Regulations and Air Council Instructions for the Royal Air Force, receive from the R.A.F. paying authority the pay, allowances, etc., of the rank and branch (or group) appropriate to their service with, or in conjunction with, the Royal Air Force, except that the special arrangements mentioned under (d) below will be made for the issue of allowances in respect of families or other dependents.

- (d) The Government of Canada will issue to the families or other dependents the allowance and assigned pay which may be payable under R.C.A.F. regulations. Corresponding allowances payable under R.A.F. regulations will not be issued. Compulsory allotment under R.A.F. regulations will be deducted from pay and will be retained by the Government of the United Kingdom.
- (e) If the pay and allowances admissible under R.C.A.F. regulations should exceed those admissible under R.A.F. regulations, the difference (after taking into account the payment made under (d) above) will be issued by the Government of Canada as deferred pay, either on termination of service or otherwise in special circumstances.
- (f) Personnel will not be insured under United Kingdom insurance schemes, and any insurance contributions (employers' and employees' shares) necessary to ensure benefits under Canadian schemes will be paid by the Government of Canada, who will arrange with the Government of the United Kingdom to recover from pay any employees' shares of such contributions so recoverable.

R.A.F. PUPILS

3. *Pay, Allowances, etc., for the Period of Journey to Canada.*

For the period of the journey to Canada, officers and airmen of the Royal Air Force will receive from the appropriate R.A.F. paying authority pay, allowances, etc., at the rates and subject to the conditions laid down in King's Regulations and Air Council Instructions for the Royal Air Force.

4. *Pay, Allowances, etc., during Service in Canada.*

- (a) During service in Canada, officers and airmen of the Royal Air Force will, subject to the conditions laid down in Financial Regulations and Instructions for the Royal Canadian Air Force on Active Service, receive from the appropriate paying officer in Canada the pay, allowances, etc., of the rank and branch (or group) in the Royal Canadian Air Force corresponding with that held in the Royal Air Force, except that the special arrangements mentioned under (b) below will be made for the issue of allowances to families or other dependents outside Canada.

- (b) If the family or other dependent resides outside Canada, the Government of the United Kingdom will issue the allowances in respect of family or other dependent payable under R.A.F. regulations, together with assigned pay under R.C.A.F. regulations, which latter will be deducted from pay issued by the paying officer in Canada. The assigned pay so deducted will be included in quarterly lump sum payments to the Government of the United Kingdom covering deductions made from pay for the purpose of making payments in the United Kingdom.
- (c) Personnel will not be insured under Canadian insurance schemes and any insurance contributions (employers' and employees' shares) necessary to ensure benefits under United Kingdom schemes will be paid by the Government of the United Kingdom, who will arrange with the Government of Canada, as administrator of the combined training organization, for the recovery from pay of any employees' share of such contributions so recoverable.

R.A.A.F. AND R.N.Z.A.F. PUPILS

5. *Pay, Allowances, etc., for the Period of Journey to Canada*

For the period of the journey to Canada, personnel of the Royal Australian Air Force and of the Royal New Zealand Air Force will receive from the appropriate paying officers pay, allowances, etc., at the rates and subject to the conditions laid down in the Regulations for the Royal Australian Air Force and the Royal New Zealand Air Force, respectively.

6. *Pay, Allowances, etc., during Service in Canada*

- (a) During service in Canada, officers and airmen of the Royal Australian Air Force and of the Royal New Zealand Air Force will, subject to the conditions laid down in Financial Regulations and Instructions for the Royal Canadian Air Force on Active Service, receive from the appropriate paying officer in Canada the pay, allowances, etc., of the rank and branch (or group) in the Royal Canadian Air Force corresponding with that held in the Royal Australian Air Force or the Royal New Zealand Air Force (as appropriate) except that the special arrangements mentioned under (b) below will be made in regard to the issue of allowances to families or other dependents outside Canada.

- (b) The allowances and compulsory allotment from pay in respect of family or other dependent, which would be appropriate under R.A.A.F. or R.N.Z.A.F. regulations will, if the family or other dependent resides outside Canada, be issued by the Government of Australia or the Government of New Zealand (as appropriate) who will reclaim from the Government of Canada, as administrator of the combined training organization, the amount so issued. The paying officer in Canada will deduct from pay the amount of assigned pay chargeable under R.C.A.F. regulations.
- (c) Personnel will not be insured under Canadian insurance schemes, and any insurance contributions (employers' and employees' shares) necessary to ensure benefits under Australian or New Zealand schemes will be paid by the Government of Australia or the Government of New Zealand (as appropriate), who will arrange with the Government of Canada, as administrator of the combined training organization, for the recovery from pay of any employees' share of such contributions so recoverable.

7. Pay, Allowances, etc., during Service with the Royal Air Force

- (a) As from the date of leaving Canada for service with, or in conjunction with, the Royal Air Force, or, for personnel who join an R.A.F. unit in Canada outside the combined training organization, from the date of so joining, officers and airmen will, subject to the conditions laid down in King's Regulations and Air Council Instructions for the Royal Air Force, receive from the R.A.F. paying authority the pay, allowances, etc., of the rank and branch (or group) appropriate to their service with, or in conjunction with, the Royal Air Force, except that the special arrangements mentioned under (b) below will be made for the issue of allowances to families or other dependents in Australia or New Zealand.
- (b) The allowances and compulsory allotment from pay in respect of family or other dependent which may be payable under R.A.F. regulations will, if the family or other dependent resides in Australia or New Zealand, be credited to the Government of Australia or to the Government of New Zealand (as appropriate) who will issue to the family or other dependent the allowance and compulsory allotment from pay which may be payable under the R.A.A.F. or R.N.Z.A.F. regulations.

- (c) If the pay and allowances admissible under R.A.A.F. or R.N.Z.A.F. regulations exceed those admissible under R.A.F. regulations, and the Government of Australia or the Government of New Zealand (as appropriate) decides that this difference is to be credited to the officer or airman, the difference (after taking into account the payment made under (b) above) will be issued by the Government of Australia or the Government of New Zealand (as appropriate) as deferred pay, either on termination of service or otherwise in special circumstances.
- (d) Personnel will not be insured under United Kingdom insurance schemes, and any insurance contributions (employers' and employees' shares) necessary to ensure benefits under Australian or New Zealand schemes will be paid by the Government of Australia or the Government of New Zealand (as appropriate) who will arrange with the Government of the United Kingdom to recover from pay any employees' shares of such contributions so recoverable.

APPENDIX IV

CONTROL AND ADMINISTRATION OF R.C.A.F. OVERSEAS

Overseas Headquarters

1. In order that R.C.A.F. Overseas Headquarters shall be fully informed as to the proposed employment of Canadian personnel and as to changes of Air Ministry policy which immediately affect Canadian personnel, there shall be consultation before decisions are given on administrative matters affecting such personnel. Air Ministry departments will be so instructed. This does not mean that there will be prior consultation on day to day routine matters.

2. The Air Officer-in-Chief, R.C.A.F. Overseas, or a senior officer designated by the Government of Canada for the purpose, will at all times have access to Commanders of Stations and Groups and to Air Officers Commanding-in-Chief of Commands in which R.C.A.F. personnel are serving, and will be furnished by them with such information affecting R.C.A.F. personnel as he may desire. He will also have access to the Chief of the Air Staff. He will be furnished with advance information about any major questions which arise from time to time affecting the employment of R.C.A.F. personnel and squadrons. He will be at liberty to make representations to the Air Ministry on any of the above matters.

3. R.C.A.F. Overseas Headquarters will be given general supervision over R.C.A.F. personnel attached to the Royal Air Force and shall be entitled to inquire into and make direct representations to the Air Ministry about the well-being and necessities, either individually or collectively, of such personnel.

4. The responsibilities of R.C.A.F. Overseas Headquarters in respect of Courts-Martial on R.C.A.F. personnel will be as follows:—

- (i) District Courts-Martial on R.C.A.F. personnel shall be convened by the group concerned and unless circumstances render it impracticable, shall be predominantly composed of Canadian officers.
- (ii) General Courts-Martial on R.C.A.F. personnel shall be convened by the Command concerned and unless circumstances render it impracticable, shall be predominantly composed of Canadian officers selected in consultation with the Air Officer-in-Chief.

- (iii) Proceedings of District Courts-Martial shall be passed to R.C.A.F. Overseas Headquarters for review after promulgation. Proceedings of General Courts-Martial shall be passed to R.C.A.F. Overseas Headquarters for review prior to confirmation.

5. The present limitation requiring the approval by the Governor General of Canada in Council before confirmation of finding and sentence will be continued where the following sentences are passed on R.C.A.F. personnel:—

<i>Officers</i>	<i>Airmen</i>
1. Death.	1. Death.
2. Penal Servitude.	2. Penal Servitude.
3. Imprisonment with or without hard labour.	
4. Cashiering.	
5. Dismissal from H. M. Service.	

R.C.A.F. Personnel Reception Centre

6. The R.C.A.F. Personnel Reception Centre in the United Kingdom will be controlled functionally by R.C.A.F. Overseas Headquarters, but will be under the appropriate R.A.F. Group for general administration and will conform with general R.A.F. training requirements. Any excess capacity in that Centre will be available to the personnel of other Dominion Air Forces, and to R.A.F. personnel as circumstances necessitate. Similarly, other excess local accommodation will be available to the Royal Canadian Air Force. The principle of common user of training and other facilities will also apply. The Officer Commanding R.C.A.F. Personnel Reception Centre will be responsible for the selection of R.C.A.F. personnel for posting from the Personnel Reception Centre to training and other units.

7. R.C.A.F. Personnel placed at the disposal of the Government of the United Kingdom will be attached to the Royal Air Force. The Royal Canadian Air Force reserves the right to recall any officer or airman so attached to serve with the Royal Canadian Air Force, subject to operational expediency. The final decision as to operational expediency rests with those responsible for the conduct of operations.

R.C.A.F. Disposal Centre.

8. An R.C.A.F. Disposal Centre will be formed at a location mutually agreed upon between the Air Officer-in-Chief and the Air Ministry, to which R.C.A.F. personnel who have become non-effective for any cause

will be posted for disposal. The cost of the Centre will be borne by the Government of the United Kingdom except that the pay, allowances, non-effective benefits and other expenses will be borne by the Government of the United Kingdom only to the same extent as is provided in Article 25 for other R.C.A.F. personnel.

Attachment and Posting of R.C.A.F. Personnel.

9. Subject to the exigencies of operational needs, the concurrence of R.C.A.F. Overseas Headquarters will be obtained

- (i) in the selection of commanding officers for R.C.A.F. squadrons;
- (ii) in the posting of R.C.A.F. officers of the rank of wing commander and above.

10. To facilitate arrangements for posting R.C.A.F. aircrew, a central posting organization and a central record office, the staff of which will include R.C.A.F. personnel, will be established.

Formation of R.C.A.F. Squadrons.

11.

- (b) R.C.A.F. personnel serving with the Royal Air Force under the provisions of Article 22 will, on posting to an R.C.A.F. squadron, cease to be so serving with the Royal Air Force. R.A.F. personnel serving with R.C.A.F. squadrons will be attached to the Royal Canadian Air Force while so serving.

12. Under the British Commonwealth Air Training Plan and at the request of the Government of the United Kingdom, the Royal Canadian Air Force has concentrated on the production of aircrew personnel. This has necessitated the provision and employment in Canada of ground personnel who would otherwise have been available for service with R.C.A.F. squadrons overseas. It is recognized, however, that it is desirable, so far as practicable, that R.A.F. ground personnel who will be required for the squadrons referred to in para. 11 above should gradually be replaced by R.C.A.F. ground personnel employed in the combined training organization, with a view to achieving homogeneity of personnel in the squadrons. Similar considerations apply to the personnel required to man R.C.A.F. stations in the United Kingdom.

13. The concentration of the Royal Canadian Air Force on the British Commonwealth Air Training Plan may also result in a shortage of R.C.A.F. officers with the necessary qualifications to fill posts as squadron commanders, station commanders, etc. It is recognized that, if enough R.C.A.F. officers with these qualifications are not immediately available, some of these posts may require to be filled by R.A.F. officers. These R.A.F. officers will be replaced progressively as soon as qualified R.C.A.F. officers become available to replace them.

14.

Bomber Squadrons.

15. A Canadian bomber group will be formed as soon as there are enough R.C.A.F. bomber squadrons in existence to make this an economic formation. As a first step, therefore, R.C.A.F. bomber squadrons already existing will be grouped together, in an existing group. As provided in para. 13 above, the stations on which they are based will be commanded by R.C.A.F. station commanders as these become available. As far as possible, additional R.C.A.F. squadrons formed in the future will be bomber squadrons and will be attached to the same group as the existing R.C.A.F. bomber squadrons.

16. In preparation for the formation of the Canadian bomber group, a number of R.C.A.F. officers will be appointed as additional to posts at Group Headquarters in order that they may gain the necessary experience of group control, etc.

17. In order to keep the carrying out of this policy to form a Canadian bomber group under constant review, a Canadian Bomber Group Progress Committee will be set up by the Air Ministry. The Air Officer-in-Chief, R.C.A.F. Overseas, will be a member of this committee.

Fighter Squadrons

18. Operational requirements make it necessary that fighter squadrons shall remain under the control of the Air Officer Commanding-in-Chief, R.A.F. Fighter Command. Further fighter stations in the United Kingdom, in addition to that already existing, will be made R.C.A.F. stations. The Air Officer Commanding-in-Chief, Fighter Command, will be

informed that, when moving R.C.A.F. squadrons from time to time, he should endeavour, so far as possible, to move them to one or other of these R.C.A.F. stations.

Army Co-operation Squadrons

19. Any Army co-operation squadrons allotted to Canadian Army formations will be R.C.A.F. squadrons.

R.C.A.F. Personnel Serving in R.A.F. Squadrons

20. Instructions will be issued that, so far as operational exigencies permit, R.C.A.F. personnel are to be posted to squadrons in which Canadians are already serving.

General

21. (a) The arrangements in this Appendix, other than in para. 5 above, will be subject to change by mutual agreement between the Governments of the United Kingdom and Canada, as circumstances necessitate.

(b) The above arrangement will not affect the procedure already existing for consultation between the Governments of the United Kingdom and Canada on major questions affecting the employment of R.C.A.F. personnel and squadrons overseas as it was set out in para. 10 of the Sinclair-Ralston Agreement of 7th January, 1941.

APPENDIX V

REPATRIATION POLICY

2. Return to Canada for Compassionate or Health Reasons

The Air Officer-in-Chief, R.C.A.F. Overseas, may authorize the repatriation of R.C.A.F. personnel:—

- (a) when he is satisfied that there are strong compassionate reasons for such repatriation; or
- (b) on account of prolonged illness and/or convalescence.

Personnel coming under (b) above will include:—

- (i) those requiring three months or more hospital treatment and/or convalescence;
- (ii) those whose medical category renders them unfit for overseas duties.

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